

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

ST. LOUIS GLASS AND ALLIED)
INDUSTRIES HEALTH & WELFARE)
INSURANCE FUND, and GLAZIERS,)
ARCHITECTURAL AND GLASSWORKERS)
LOCAL 513 DIVISION A PENSION FUND,)
and GLAZIERS, ARCHITECTURAL AND)
GLASSWORKERS LOCAL 513 DIVISION A,)
GLAZIER UNIT MONEY PURCHASE)
PLAN, and APPRENTICESHIP TRAINING)
& JOURNEYMAN EDUCATION TRUST)
FUND, and GLAZIERS AND GLASSWORKERS)
LOCAL UNION NO.513 VACATION AND)
HOLIDAY TRUST FUND, all employee benefit)
plans, and WILLIAM A. SNOW, ROGER)
SANDBOTHE, TIM BROWN, CURT)
KIMBRELL, SR., JOHN DEEKEN and)
GREGG SMITH Trustees of aforementioned)
Plaintiffs' Funds,)

Plaintiffs,)

v.)

ROBERT MCGILL, III, an individual)

Defendant,)

Case No.: 4:21-cv-01479-RLW

PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT

COMES NOW, Plaintiffs, St. Louis Glass and Allied Industries Health & Welfare Insurance Fund, et al., by and through its attorneys, Daniel M. McLaughlin and Spector, Wolfe, McLaughlin & O'Mara, LLC, and pursuant to Rule 55 of the Federal Rules of Civil Procedure, move this Court for Default Judgment against the Defendants in this matter. In support of said Motion, Plaintiffs state as follows:

1. On or about December 16, 2021 Plaintiffs filed suit alleging that Defendant had

failed and refused to remit contributions due and owing the Plaintiffs' Fund in the amount of \$10,072.80 as a result of a failure to remit contributions for the periods of August 1, 2016 through November 30, 2018, pursuant to contribution reports submitted by Defendants, and in accordance with the Payment and Installment Agreement and Personal Guarantee between the parties.

2. Defendant has failed to remit contributions due and owing to the Fund in the amount of Ten Thousand Seventy Two Dollars and Eighty Cents (\$10,072.80).

5. On or about January 7, 2022 Defendant was served with the Summons and Complaint in this matter by Special Process Server leaving a copy with a woman who would not identify herself at Defendant's residence.

6. On or about January 12, 2022 Plaintiffs filed the Return of Proof of Service upon Defendant.

7. Defendant has not filed its Answer to the Complaint, nor has the Defendant pled or defended the Complaint in any other manner.

8. Plaintiffs' complaint alleges that Defendant has certain collective bargaining obligations with regards to the submission of contributions to the Plaintiffs' Fund and that Defendant has breached those obligations by failing and refusing to submit contributions in accordance with the collective bargaining agreement. The affidavit of Curt Kimbrell, Business Representative of Glaziers Architectural and Glassworkers Local 513, in support of the allegations claimed by Plaintiffs, and validity of the collective bargaining agreement has been attached hereto, marked as Exhibit "A" and made a part hereof.

9. Plaintiffs' complaint alleges that as a result of Defendants breach of the collective bargaining agreement, and refusal to submit fringe benefit contributions for certain months,

namely August 1, 2016 through November 20, 2018, it is delinquent to Plaintiffs' Fund in the amount of Ten Thousand Seventy Two Dollars and Eighty Cents (\$10,072.80). The affidavit of Theresa Carpenter, Fund Administrator, in support of the allegations claimed by Plaintiffs has been attached hereto, marked as Exhibit "B" and made a part hereof.

10. Plaintiffs' complaint alleges that as a result of Defendant's breach of the collective bargaining agreement, and refusal to submit fringe benefit contributions for certain months, namely August 1, 2016 through November 20, 2018, it has caused Plaintiffs' to expend attorney's fees and cost in an effort to collect said delinquent sums. The affidavit of Daniel M. McLaughlin in support of the allegations claimed by Plaintiffs has been attached hereto, marked as Exhibit "C" and made a part hereof.

11. A proposed Order of Default and Default Judgment is attached hereto for the Court's consideration.

WHEREFORE, Plaintiffs pray this Court grant its Motion for Default Judgment in the amount of Ten Thousand Seventy Two Dollars and Eighty Cents (10,072.80) for contributions due, Nine Hundred Six Dollars and Fifty Five Cents (\$906.55) for interest, Nine Hundred Six Dollars and Fifty Five Cents (\$906.55) for interest in lieu of liquidated damages pursuant to 29 U.S.C. § 1132 (g) (2), for a total of Eleven Thousand Eight Hundred Eighty Five Dollars and Ninety Cents (\$11,885.90), plus an amount of Two Thousand Two Hundred Seven Dollars (\$2,207.00) for attorney's fees and for costs in the amount of Nine Hundred Sixty One Dollars and Ninety Eight Cents (\$961.98) for a total of Fifteen Thousand Fifty Four Dollars and Eighty Eight Cents (\$15,054.88), and any other relief this Court deems just and proper.

Respectfully Submitted,

GLAZIERS LOCAL 513 FRINGE BENEFIT
FUNDS, an employee benefit plan, et al.

/s/ Daniel M. McLaughlin

Daniel M. McLaughlin #52750MO
SPECTOR, WOLFE, McLAUGHLIN
& O'MARA, LLC
710 South Kirkwood Road
Kirkwood, Missouri 63122
(314) 909-0303 Telephone
(314) 909-0306 Facsimile
dan@spectorwolfe.com

Attorney for Plaintiffs

Certificate of Service

I hereby certify that on this 14th day of March, 2022, the foregoing was filed electronically with the Clerk of the Court using the CM/ECF system and was mailed by United States Mail, postage prepaid, to the following non-participants in electronic case filing:

Robert McGill, III
302 South Old Route 66
Litchfield, IL 62056

/s/ Daniel M. McLaughlin

Daniel M. McLaughlin